

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 of 56
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAA09-03-R-0033		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2003JUN12	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ JMC AMSJM-CCA-R ROCK ISLAND, IL 61299-6000  BLDG 350			<b>Code</b> W52PLJ	<b>8. Address Offer To (If Other Than Item 7)</b> HQ JMC CONTRACTING & PARC CENTER ATTN AMSJM-CC ROCK ISLAND, IL 61299-6000		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSJM-CC BLDG 350 CONTRACTING CTR until 03:45pm (hour) local time 2003JUL11 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> MITZI WAGNER <b>E-mail address:</b> WAGNERM@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-4657
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**11. Table Of Contents**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>		
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)		
<b>24. Administered By (If other than Item 7)</b>		<b>Code</b>	<b>25. Payment Will Be Made By</b>		
SCD PAS ADP PT					
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)		<b>28. Award Date</b>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0033 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 56
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

1. THIS REQUEST FOR PROPOSAL, DAAA09-03-R-0033, IS FOR A QUANTITY OF 276,822 EACH M67 PROPELLING CHARGE, NSN: 1315-01-237-9775, P/N 9205472. THE SOLICITATION CONTAINS TWO EVALUATED OPTION PERIODS, ONE FOR FISCAL YEAR 2004 AND ONE FOR FISCAL YEAR 2005. THE QUANTITY FOR EACH OPTION PERIOD IS UP TO 225,000 EACH. THIS REQUEST FOR PROPOSAL IS ISSUED USING FULL AND OPEN COMPETITION. OFFERORS SHOULD CAREFULLY REVIEW THE TECHNICAL DATA PACKAGE (TDP) PRIOR TO SUBMITTAL OF A RESPONSE.

2. THE TDP IS CLASSIFIED AS "DISTRIBUTION A" AND IS AVAILABLE FOR DOWNLOADING FROM OSC WEBSITE.

3. WIDDER BROS. INC., 825 THIRD AVENUE, NEW YORK, NY HAS BEEN QUALIFIED AS A SOURCE FOR THE ACRYLIC CLOTH MATERIAL. THE GOVERNMENT HOWEVER DOES NOT GUARANTEE WIDDER BROS. CAN MEET THE REQUIRED DELIVERY SCHEDULE. OFFERORS MUST ENSURE ALL REQUIREMENTS OF THE SOLICITATION (i.e. TECHNICAL, DELIVERY ETC.) CAN BE MET BY ANY SUBCONTRACTOR USED. PLEASE NOTE THAT USE OF A SOURCE, OTHER THAN WIDDER BROS., WILL REQUIRE FULL PROVE OUT TESTING AT THEIR OWN EXPENSE.

4. M1 SP PROPELLANT, NSN 1376-00-009-0041 AND M1 MP PROPELLANT, NSN:1376-00-009-0042, WILL BE GOVERNMENT FURNISHED MATERIAL FOR BOTH THE BASIC AND THE OPTION QUANTITIES.

5. OFFERS ARE SOLICITED ON A WITH AND WITHOUT FIRST ARTICLE BASIS, FOB ORIGIN. PRICES ARE TO BE ENTERED ON THE PRICING LINES SHOWN OPPOSITE THE WITH AND WITHOUT FIRST ARTICLE TITLES. PLEASE DISREGARD THE PRICING LINE THAT IS OPPOSITE THE TOTAL QUANTITY.

6. OFFERORS ARE ADVISED THAT A BEST VALUE APPROACH WILL BE USED TO EVALUATE PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS AND TO SECTION M IN ITS ENTIRETY. AWARD WILL BE BASED ON THE FOLLOWING FACTORS AND SUBFACTORS:

- (A) CAPABILITY/FACILITIES
- (B) PAST PERFORMANCE (TO INCLUDE)
  - (1) ON TIME DELIVERY
  - (2) QUALITY
- (C) PRICE
- (D) SMALL BUSINESS UTILIZATION

UNDER THE BEST VALUE APPROACH, THE GOVERNMENT IS NOT BOUND TO AWARD TO THE LOWEST EVALUATED PRICE OFFER IN THE EVENT THAT OTHER EVALUATION FACTORS JUSTIFY PAYMENT OF A PREMIUM. AWARD WILL BE MADE TO THE OFFEROR WHOSE PROPOSAL IS DETERMINED TO BE THE BEST VALUE TO THE GOVERNMENT BASED UPON THE CITED CRITERIA. OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAIL TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THEIR PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT, CAPABILITIES, FACILITIES OR EXPERIENCE. CLEAR IDENTIFICATION IS THE SOLE RESPONSIBILITY OF THE OFFEROR. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSAL IS COMPLETE, INCLUDING ALL FILL-IN'S AND BLANKS IN THE SOLICITATION.

7. OFFERORS SHOULD NOTE THE PROVISION AT AFAR 52.215-1, "INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION." THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS RFP WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATIONS DESCRIBED IN FAR 15.306 (A)). THEREFORE, OFFERORS INITIAL PROPOSALS SHOULD CONTAIN THE BEST TERMS FROM ALL FACTORS/SUBFACTORS STANDPOINT. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

8. THIS SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION. ANY INCONSISTENCIES BETWEEN THIS SUMMARY AND OTHER SOLICITATION PROVISIONS SHALL BE RESOLVED IN FAVOR OF THE OTHER SOLICITATION PROVISIONS.

\*\*\* END OF NARRATIVE A 001 \*\*\*

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996
***			
(End of clause)			
(AM7010)			
A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0033 MOD/AMD	Page 3 of 56
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**Name of Offeror or Contractor:**

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JMC MC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP  
Waterlviet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
	OSC		

\*\*\*

(End of clause)

(AS7000)

A-5	52.252-4500	FULL TEXT CLAUSES	SEP/1997
	OSC		

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (\*\*\*).

2. You can view or obtain a copy of the clauses and provisions on the internet at: [www.osc.army.mil/ac/aaais/osc/clauses/index.htm](http://www.osc.army.mil/ac/aaais/osc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0033 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 56
<b>Name of Offeror or Contractor:</b>		

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p>6 JANUARY 2004 IS THE DATE FOR FIRST ARTICLE APPROVAL. IT INCLUDES THE 45 DAYS REQUIRED BY THE GOVERNMENT FOR TESTING. THEREFORE, TEST SAMPLES SHOULD BE PROVIDED TO THE GOVERNMENT TEST SITE NO LATER THAN 21 NOVEMBER 2003.</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M67 PROP CHARGE PRON: R12A0H29M2 PRON AMD: 01 AMS CD: 41472790041</p> <p>SHIPPING INSTRUCTIONS FOR CLIN 0001AB: UPON RECEIPT PLACE STOCK IN THE MHQ ACCOUNT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 N0016421993468 W44XMF M 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 22,500 29-FEB-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000</p>				
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M67 PROP CHARGE PRON: HH3G0038M2 PRON AMD: 02 AMS CD: 41374220020</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52P1J3036A710 W44XMF M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                      10,000                      30-MAR-2004  002                      10,000                      30-APR-2004  003                      10,000                      30-MAY-2004  004                      10,000                      30-JUN-2004  005                      10,000                      30-JUL-2004  006                      10,000                      30-AUG-2004  007                      10,000                      30-SEP-2004  008                      10,000                      30-OCT-2004  009                      10,000                      30-NOV-2004  010                      10,000                      30-DEC-2004  011                      10,000                      30-JAN-2005  012                      10,000                      28-FEB-2005  013                      7,161                      30-MAR-2005  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF)    XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER                      OK 74501-5000  DOC                          SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W52P1J3036A711 W22PVK M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                      10,000                      30-MAR-2004  002                      10,000                      30-APR-2004  003                      10,000                      30-MAY-2004  004                      10,000                      30-JUN-2004  005                      10,000                      30-JUL-2004				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	00610,00030-AUG-2004				
	00710,00030-SEP-2004				
	00810,00030-OCT-2004				
	00910,00030-NOV-2004				
	01010,00030-DEC-2004				
	01110,00030-JAN-2005				
	01210,00028-FEB-2005				
	0137,16130-MAR-2005				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVK) XU MUNITIONS STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>				
	NOUN: M67 PROP CHARGE PRON: R12A0H29M2 PRON AMD: 01 AMS CD: 41472790041				
	SHIPPING INSTRUCTIONS FOR CLIN 0001AD: UPON RECEIPT PLACE STOCK IN THE MHQ ACCOUNT  (End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 N0016421993468 W44XMF M 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 22,500 30-DEC-2003				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	WHOLESALE SUP ACCT MCALESTER OK 74501-5000				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>				
	NOUN: M67 PROP CHARGE				
	PRON: HH3G0038M2 PRON AMD: 02				
	AMS CD: 41374220020				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
	001 W52PlJ3036A710 W44XMF M 3				
	<u>DEL REL CD QUANTITY DEL DATE</u>				
	001 10,000 30-JAN-2004				
	002 10,000 28-FEB-2004				
	003 10,000 30-MAR-2004				
	004 10,000 30-APR-2004				
	005 10,000 30-MAY-2004				
	006 10,000 30-JUN-2004				
	007 10,000 30-JUL-2004				
	008 10,000 30-AUG-2004				
	009 10,000 30-SEP-2004				
	010 10,000 30-OCT-2004				
	011 10,000 30-NOV-2004				
	012 10,000 30-DEC-2004				
	013 7,161 30-JAN-2005				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W44XMF) XR W390 MCALESTER ARMY AMMO PLANT				
	WHOLESALE SUP ACCT				
	MCALESTER OK 74501-5000				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>002 W52PlJ3036A711 W22PVK M 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 10,000 30-JAN-2004</div> <div>002 10,000 28-FEB-2004</div> <div>003 10,000 30-MAR-2004</div> <div>004 10,000 30-APR-2004</div> <div>005 10,000 30-MAY-2004</div> <div>006 10,000 30-JUN-2004</div> <div>007 10,000 30-JUL-2004</div> <div>008 10,000 30-AUG-2004</div> <div>009 10,000 30-SEP-2004</div> <div>010 10,000 30-OCT-2004</div> <div>011 10,000 30-NOV-2004</div> <div>012 10,000 30-DEC-2004</div> <div>013 7,161 30-JAN-2005</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W22PVK) XU MUNITIONS STORAGE POINT</div> <div>BLUE GRASS ARMY DEPOT</div> <div>2091 KINGSTON HWY</div> <div>RICHMOND KY 40475-5000</div>				
0002	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div>			\$ ** NSP **	\$ ** NSP **

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For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 12 of 56****PIIN/SIIN** DAAA09-03-R-0033**MOD/AMD****Name of Offeror or Contractor:****SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9205472 with revisions in effect as of 8 Jan 2002 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

ADD:	HCSDS	REV	DATE	NOMEN	REF-DOC
	31	D	06/16/83	NITROCELLULOSE	MIL-DTL-244
	408	B	05/12/81	DIPHENYLAMINE	MIL-D-98
	439	E	10/31/83	DINITROTOLUENE	MIL-D-204
	482	B	05/12/81	DIBUTYLPHTHALATE	MIL-D-218
	773	A	06/12/75	POTASSIUM SULFATE	MIL-P-193

- ECPs R1G2003 AND R1K2065 DELETE REFERENCE TO A-A-2336.
- DRAWING 9345265 SPECIFIES PAINT TO BE SUBSTITUTED FOR TT-E-485.
- REMOVE PPP-P-420 FROM DRAWING 9345265.

**ADD THE FOLLOWING:**

"THE MANUFACTURER SHALL INSURE THAT THE CONTAINER HAS BEEN TESTED BY A GOVERNMENT APPROVED PERFORMANCE ORIENTED PACKAGING (POP) TEST LABORATORY FOR COMPLIANCE WITH POP REQUIREMENTS IN ACCORDANCE WITH TITLE 49 CODE OF FEDERAL REGULATIONS. POP TESTING MAY BE WAIVED IF AN ACCEPTABLE ANALOGY IAW 49 CFR EXISTS, AND TO WHICH WAS SUCCESSFULLY TESTED.

THE GROSS WEIGHT OF THE PACKED CONTAINERS THAT ARE POP TESTED SHALL EXCEED THE MAXIMUM GROSS WEIGHT OF A REPRESENTATIVE SAMPLE OF PACKED CONTAINERS BEING SHIPPED BY 10%.

A POP TEST REPORT SHALL BE GENERATED IAW DI-PACK-81059 FOLLOWING THE TESTS. IF A POP TEST REPORT IS PREPARED AGAINST AN ACCEPTABLE ANALOGY, THE ANALOGY POP TEST REPORT MUST ALSO BE DOCUMENTED IAW DI-PACK-81059. WHEN COMPLETED, EITHER POP TEST REPORT MUST BE KEPT ON FILE BY THE CONTRACTOR AND MUST ALSO BE SUBMITTED IN ACCORDANCE WITH DI-PACK-81059.

THE POP MARKING, TO BE APPLIED TO THE SHIPPING AND STORAGE CONTAINER, SHALL BE AS SPECIFIED BY THE GOVERNMENT AFTER ACCEPTANCE OF SUBMITTED POP TEST REPORT.

FOR MULTI-YEAR CONTRACTS, THE CONTRACTOR SHALL RE-PREFORM POP TESTING AT A CERTIFIED TEST LABORATORY IF:

- (A) THE INITIAL POP TEST REPORT EXPIRES BEFORE THE END OF THE CONTRACT OR
- (B) THERE IS A CHANGE IN CONTAINER MANUFACTURER OR DESIGN OF THE EXTERIOR SHIPPING CONTAINER. NO RE-TEST IS NEEDED PROVIDING ALL PACKAGING IS PURCHASED WHILE UNDER AN UNEXPIRED POP TEST.

EXCEPTION OF POP MARKINGS: IF MANUFACTURED OUTSIDE OF THE USA, CONTRACTOR SHALL NOT APPLY THE UN POP CERTIFICATION MARKING PROVIDED IN

Name of Offeror or Contractor:

THIS CONTRACT. CONTRACTOR (OUTSIDE OF THE USA) IS RESPONSIBLE TO PERFORM UN POP TESTS ON PACKAGING REQUIREMENTS PROVIDED IN THIS CONTRACT AND APPLY UN POP CERTIFICATION MARKING AUTHORIZED BY A COMPETENT AUTHORITY OF THE STATE (COUNTRY) OF MANUFACTURE."

ECP R1A2071 for the M67 propelling charge shall be included.  
Add ECP R2A2031 (included as attachment in Section J).

Add following drawings:

9288695	Revision C	06/06/80
DL-9288695	B	06/01/76
PL-9288695	A	06/06/80
DL-9288696	C	06/06/80
9288696-1	C	06/22/00
9288696-2	C	06/22/00
9288696-3	C	06/22/00
9288696-4	C	06/22/00
9288696-5	C	06/22/00
9288696-6	C	06/22/00
9288696-7	C	06/22/00

Specification:

V-T-285 has been cancelled and replaced with MIL-DTL-32072.

The following changes apply to MIL-P-60318:

2.1: Add the following drawing:

"9205472 - Charge, Propelling, M67 Assembly".

3.1: Delete in its entirety and add the following paragraph:

"3.1 Materials. The propellant shall be M1, Type I, with basic lead carbonate for zones 3 through 7 and Type II for zones 1 and 2 conforming to the requirements of MIL-STD-652 and Drawing 9288695. Alternatively, the propellant shall be M1, Type I, without lead carbonate for zones 3 through 7 and Type II for zones 1 and 2 conforming to the requirements of standard MIL-STD-652 and Drawing 9205472."

3.2: Delete in its entirety and substitute the following new paragraph:

"3.2 Ballistic assessment requirements. The propellant, when fired in the 105mm M101A1 howitzer, M2A2 cannon with 75 percent remaining life (minimum) and the M1 projectile (33.00 +/- 0.02 pounds) at 70 deg F and standard weapon conditions, shall be capable of achieving the performance as specified in Table I when tested as specified in 4.3:

TABLE I

Zone	Mean Velocity (fps)	Mean Pressure (psi)	
		Minimum	Maximum
1	640 *	NA	NA
2	695 *	NA	NA
3	765 *	9,200 ***	10,500 ***
4	860 **	NA	NA
5	990 **	NA	NA
6	1200 **	NA	NA
7	1525 *	31,200 ***	39,000 ***

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p> <span>PIIN/SIIN    DAAA09-03-R-0033</span> <span>MOD/AMD</span> </p>	<p style="text-align: right;"><b>Page 14 of 56</b></p>
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**Name of Offeror or Contractor:**

\*    = Charge assessment value  
 \*\*   = Expected velocity  
 \*\*\* = Expected pressure"

3.3: Delete "3.3" and substitute "3.5".

3.2.1: Delete in its entirety.

Add the following new paragraph:

"3.3 Ballistic uniformity requirements. The propellant, when fired in the 105mm M101A1 howitzer, M2A2 cannon with 75 percent remaining life (minimum) and the M1 projectile (33.00 +/- 0.02 pounds) shall comply with the following requirements at 70 deg F and standard weapon conditions when tested as specified in 4.3."

3.2.2: Delete "3.2.2" and substitute "3.3.1".

3.2.3: Delete "3.2.3" and substitute "3.3.2".

Add the following new paragraph:

"3.4 Initial Production (see Table VI). This specification contains provisions for initial production inspection. The propellant shall pass the ballistic requirements as specified in 3.2 and 3.3."

4.3.1: Delete in its entirety and substitute the following paragraph:

"4.3.1 Proving ground tests. These tests shall be conducted at a government proving ground in accordance with the applicable Acceptance Test Procedure (ATP) using inert M1 projectile (33.00 +/- 0.02 pounds) and fired from a M101A1 Howitzer with a M2A2 Cannon with 75 percent minimum remaining life. Prior to firing, all charges shall be temperature conditioned for a minimum of 24 hours and shall be fired within five minutes after removal from the conditioning chamber. A tolerance of - 5 deg F applies to all - 50 deg F and 145 deg F requirements and a tolerance of plus or minus 2 deg F to all 70 deg F requirements. Calibration charges shall be fired alternatively with the test samples and the muzzle velocity and pressure of all charges shall be corrected to standard conditions."

4.3.2: Delete "Charge assessment" and substitute "Single-perforated (SP) Propellant Acceptance"

4.3.2.1: Delete in its entirety and substitute with the following paragraph:

"4.3.2.1 Charge weight establishment for zone 1 and zone 2 (see Table II). Three groups of rounds loaded with selected charge weights of propellant for zones 1, 2-, and 2 shall be conditioned to 70 deg F plus or minus 2 deg F for at least 24 hours and shall be fired within five minutes after removal from the conditioning chamber. The first group consists of three (3) zone 1 charges, the second group consists of three (3) zone 2- charges, and the third group consists of three (3) zone 2 charges. From the data obtained, a correlation between velocity and charge weight shall be derived using linear regression (excluding any valid outlier), and the charge weight shall be calculated which will yield the service velocity as specified in Table I for each zones 1 and 2. This calculated charge weight shall then be loaded into rounds for zones 1 and 2 uniformity series in 4.3.2.2. Calibration rounds shall be used to correct velocity. Alternatively, closed bomb firings may be substituted for ballistic firings at zones 1 and 2 for charge establishment only in accordance with MIL-STD-286, Method 801.1.

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TABLE II

## CHARGE WEIGHT ESTABLISHMENT FOR ZONES 1 AND 2

No. of Rds	Type of Round	Zone	Charge Weight
3	Calibration	2	Service
3	Test	2	100% of estimated SP propellant
3	Test	2	58% of estimated SP propellant
3	Test	1	Estimated SP propellant
3	Calibration	1	Service"

4.3.2.2: Delete in its entirety and substitute the following new paragraph:

"4.3.2.2 Uniformity series for zone 1 and zone 2 (Table III). The propellant shall be conditioned to 70 deg F plus or minus 2 deg F for at least 24 hours and shall be fired within five minutes after removal from the conditioning chamber. Firing results at 70 deg F shall be corrected to standard weapon/firing conditions (calibration round conditions). A seven round uniformity series shall be fired at each zone as specified in Table III. The difference between the corrected velocity obtained during the uniformity series and the service velocity shall be compensated for by a final adjustment in charge weight using the slope of the velocity versus charge weights curve established above. Combining the data obtained from both charge weight establishment and uniformity series (70 deg F), a correlation between velocity and charge weight shall be derived using linear regression (excluding any valid outlier), and the charge weight shall be calculated which will yield the service velocity as specified in Table I for each zones 1 and 2. The resultants shall be the recommended charge weights for zones 1 and 2.

TABLE III

## UNIFORMITY SERIES FOR SP PROPELLANT

No. of Rounds	Type of Round	Zone	Charge Weight
7	Calibration	1	Service
7	Test	1	*
7	Calibration	3	Service
7	Test	3	**
7	Test	3	***

\* = SP propellant weight as determined from charge weight establishment.

\*\* = Comprised of test SP propellant (zones 1 and 2) and MP calibration propellant (zone 3).

\*\*\* = Comprised of test SP propellant (zones 1 and 2) and MP propellant (zone 3) to be loaded for zones 3-7."

Add the following new paragraph:

"4.3.2.2.1 Average pressure for SP propellant. If any lot of SP propellant fired in conjunction with MP propellant fails to meet the zone 3 pressure requirement (9,850 +/- 650 psi), the SP propellant lot shall be referred to Picatinny Arsenal."

4.3.2.3: Delete in its entirety.

4.3.3: Delete in its entirety and substitute "4.3.3 Multi-perforated (MP) Propellant Assessment."

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Add the following new paragraph:

"4.3.3.1 Charge weight establishment for zones 3, 4, 5, 6, and 7 (Table IV). After charge weights for zones 1 and 2 been established, four groups of rounds loaded with selected charge weights of propellant for zones 3, 6, 7 and 7+ (weights selected should bracket expected service charge weight) shall be conditioned to 70 deg F plus or minus 2 deg F for at least 24 hours and shall be fired within five minutes after removal from the conditioning chamber. The first group consists of three (3) zone 3 charges, the second group consists of three (3) zone 6 charges, the third group consists of three (3) zone 7 charges, the fourth group consists of three (3) zone 7+ charges. From the data obtained, a correlation between velocity and charge weight shall be derived using linear regression (excluding any valid outlier), and the charge weight shall be calculated which will yield the service velocity as specified in Table I for each zones 3, 4, 5, 6, and 7. This calculated charge weight shall then be loaded into rounds for the uniformity series in 4.3.2.2. Calibration rounds shall be used to correct velocity.

TABLE IV

CHARGE WEIGHT ESTABLISHMENT FOR ZONES 3-7

No. of Rounds	Type of Round	Zone	Charge Weight
3	Calibration	7	Service
3	Test	7	*
3	Test	6	*
3	Test	3	*
3	Calibration	7	Service
3	Test	7+	**

\* = Estimated service. Zones 1 and 2 final recommended charge weights.

\*\* = 105% of estimated service. Zones 1 and 2 final recommended charge weights."

Add the following new paragraph:

"4.3.3.2 Uniformity Series for zones 3-7 (Table V). The propellant shall be conditioned to 70 deg F plus or minus 2 deg F for at least 24 hours and shall be fired within five minutes after removal from the conditioning chamber. Firing results at 70 deg F shall be corrected to standard weapon/firing conditions (calibration round conditions). A seven round uniformity series shall be fired at each zone as specified in Table V. Combining the data obtained from both charge weight establishment and uniformity series (70 deg F), a correlation between velocity and charge weight shall be derived using linear regression (excluding any valid outlier), and the charge weight shall be calculated which will yield the service velocity as specified in Table I for each zones 3, 4, 5, 6 and 7. The resultants shall be the recommended charge weights for zones 3, 4, 5, 6 and 7.

TABLE V

UNIFORMITY SERIES FOR MP PROPELLANT

No. of Rounds	Type of Round	Zone	Charge Weight
7	Calibration	7	Service
7	Test	7	*
7	Test	6	*
7	Test	3	*
7	Calibration	3	Service



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\* = Zones 1 and 2 final recommended charge weights. Zones 3 to 7 as determined for MP propellant from charge weight establishment."

Add following new paragraph:

"4.3.3.2.1 Velocity standard deviation. If the product of the velocity standard deviation times the factor (0.69) from the uniformity firing is greater than 3.8 for zone 3, or 3.4 for zone 7, the lot shall be rejected. The following factors, using the 95 percent upper confidence limit and n-1 degrees of freedom, make allowances for the probability that a standard deviation from a smaller sample size (loss of data) exceeds the true standard deviation by chance alone.

Table VI. Correction Factor for Velocity Standard Deviation

No. of Rounds	Factor
7	0.69
6	0.67
5	0.65"

Add the following new paragraph:

"4.3.3.2.2 Average pressure for MP propellant. If the average pressure at zone 7 fails to fall within 35,100 +/- 3,900 psi, the lot of MP propellant shall be rejected."

Add the following new paragraph:

"4.3.3.2.3 Mean pressure plus standard deviation. The mean pressure at zone 7 plus four times the standard deviation of the sample obtained during the uniformity series exceeds 44,850 psi, the lot shall be rejected."

Add the following new paragraph:

"4.3.3.2.4 Permissible individual maximum pressure. If any individual maximum pressure at any operating temperature (- 50 deg F to + 145 deg F) exceeds 44,800 psi, the lot shall be rejected."

6.3: Delete in its entirety and substitute the following paragraph:

"6.3 Submission of test data. In addition to the normal distribution of records, when the propellant is procured by the Department of the Army, one copy of all ballistic test data shall be forwarded to : US Army TACOM-ARDEC, ATTN: AMSTA-AR-WEE-B, and one copy to ATTN: AMSTA-AR-QAT, Picatinny Arsenal, New Jersey 07806-5000."

6.5: Delete in its entirety.

6.6: Delete in its entirety.

6.7: Delete "6.7" and substitute "6.5".

6.8: Delete "6.8" and substitute "6.6".

6.9:

Delete "6.9" and substitute "6.7".

Add "TABLE VI".

Delete "3.8" and substitute "3.8 (see para. 4.3.3.2.1)"

Delete "3.4" and substitute "3.4 (see para. 4.3.3.2.1)"

The following changes apply to MIL-C-60315:

Add following new paragraph:

"3.7 Proving ground. The muzzle velocity, pressure, and velocity standard deviation shall be as specified in Table II.

TABLE II

M67 Velocity and Pressure  
in 105mm Howitzer M2A2 Cannon

Zone	Temp	Velocity (fps)		Standard Deviation
	(deg F)	Min.	Max.	
7	-50	NA	NA	NA
7	+70	1500	1550	8
7	+145	NA	NA	NA

TABLE II (CON'T)  
M67 Velocity and Pressure  
in 105mm Howitzer M2A2 Cannon

Zone	Temp	Pressure (psi)		Average	
	(deg F)	Individual		Min.	Max.
		Min.	Max.		
7	-50	NA	44,850	NA	NA
7	+70	NA	44,850	31,200	39,000
7	+145	NA	44,850	NA	NA

NA = Not applicable."

4.3.2a: Delete "Table II" and substitute "Table III".

Add the following new paragraph:

"4.4.2 Proving ground assessments. These tests shall be conducted at a government proving ground in accordance with the applicable Acceptance Test Procedure (ATP) using inert M1 projectile (33.00 +/- 0.02 pounds) and fired from a M101A1 Howitzer with a M2A2 Cannon with 75 percent minimum remaining life. Prior to firing, all charges shall be temperature conditioned for a minimum of 24 hours and shall be fired within five minutes after removal from the conditioning chamber. A tolerance of - 5 deg F applies to all - 50 deg F and 145 deg F requirements and a tolerance of plus or minus 2 deg F to all 70 deg F requirements. Calibration charges shall be fired alternatively with the test samples and the muzzle velocity and pressure of all charges shall be corrected to standard condition."

Add the following new paragraph:

"4.4.2.1 Muzzle velocity and muzzle velocity standard deviation. If the average velocity at 70 deg F is below the minimum velocity of 1500 fps or exceeds the maximum velocity of 1550 fps at zone 7, the lot shall be rejected. If the velocity standard deviation of the sample exceeds 8 fps, the lot shall be rejected."

Add the following new paragraph:

"4.4.2.2 Pressure."

Add the following new paragraph:

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"4.4.2.2.1 Permissible individual maximum pressure. If any individual maximum pressure at any operating temperature (- 50 deg F to + 145 deg F) exceeds 44,800 psi, the lot shall be rejected."

Add the following new paragraph:

"4.4.2.2.2 Average corrected pressure. If any propelling charge average corrected pressure obtained at 70 de F is below the minimum pressure of 31,200 psi or exceeds 39,000 psi, the lot shall be referred to Picatinny Arsenal."

6.5: Delete in its entirety and substitute the following paragraph:

"6.5 Submission of ammunition data cards. In addition to the normal distribution of records, when charges are procured by the Army, one copy of all ammunition data cards shall be forwarded to each of the following:

US Army ARDEC  
ATTN: AMSTA-AR-WEE-B  
AMSTA-AR-QAT  
Picatinny Arsenal, New Jersey 07806-5000"

6.9: Delete Table III and substitute the following new table:

"TABLE IV  
First Article Test

Test Phase	Temp (deg F)	Zone	No. of Control Rds	No. of Test Rds	Test Procedure
Propellant	-50	7	NA	10	ITOP-4-2-504
Checkout	+70	7	10	10	ITOP-4-2-504
	+145	7	NA	10	ITOP-4-2-504
Sequential	-50	7	10	20	ITOP-4-2-504
Environmental	+145	7	10	20	ITOP-4-2-504

NA = Not applicable."

Figure 1, Sequential test for First Article of M67 Propelling Charge:  
Delete all "63 C" and substitute "145 deg F".  
Delete all "-51 C " and substitute "-50 deg F".

(CS6100)

C-2 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION  
OSC

MAY/2001

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(End of Clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with Section 5 of Mil-C-60315, AMD 4 revision B, dated 31 Oct 1996. Exception to 5.1.1 Level A Packaging: USE METAL SHIPPING DRUM ASSEMBLY MS27683-2 IN LIEU OF 9345265. DRAWING 9345265 DOES NOT APPLY TO THIS PROCUREMENT.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 9381476, REV D, DATED 15 JUN 1995. Bar code marking is required in accordance with 12982865, Rev F, Dated 1 April 2002.

EXCEPTION:

PERFORMANCE ORIENTED PACKAGING (POP) TESTING , MARKING AND REPORTING:  
Shall be in accordance with Engineering Exceptions found on Section C. DI-PACK -81059  
APPLIES.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

PROPER SHIPPING NAME MARKING VERIFICATION: Prior to marking the shipping container the contractor must verify and mark the Proper Shipping Name and Identification Number in accordance with the Joint Hazard Classification System for items which have been Final Hazard Classified. For those items not Final Hazard Classified, marking shall be in accordance with a current Interim Hazard Classification.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/45S, revision 1, dated May 1996 and 19-48-4116, REV 7, Dated Sep 2001. Marking shall be in accordance with ACV00561, Rev B, dated 1 Apr 2002.

(End of clause)

(DS6204)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545	MIL-STD-1916	OCT/2000
	OSC		
E-4	52-246.4511	QUALITY MANAGEMENT SYSTEM	AUG/1999
	OSC		
E-5	52.246-4550	CRITICAL CHARACTERISTICS	JUN/2001
	OSC		
E-6	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- ( ) ISO 9002
- (X ) ISO 9001-2000; only design/development exclusions permitted
- ( ) ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-7	52.209-4511	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
	OSC		

a. The first article shall consist of: See Table IV, para. 6.9 of MIL-C-60315B, and ECP R1A2071, First Article Test.; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: Yuma Proving Ground, ATTN: CSTE-DTC0-YP-MT-EW-PC, Yuma, Arizona 85365-9115. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

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c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: N/A. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article as selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

E-8	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
	OSC		

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and

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corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor -1- request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

- (1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.
- (2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.
- (3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

- (1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.
- (2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

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1. Not used.
- m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.
  - n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-9	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

- a. Rework and Repair are defined as follows:
  - (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
  - (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-10	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	OSC		

- a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.
- b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H



<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAA09-03-R-0033      <b>MOD/AMD</b></p>	<p align="center"><b>Page 25 of 56</b></p>
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**Name of Offeror or Contractor:**

and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

(ES7010)

E-11	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-8	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,

Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size of container: \_\_\_\_\_ (length), \_\_\_\_\_ x \_\_\_\_\_ (width), \_\_\_\_\_ x \_\_\_\_\_ (height), \_\_\_\_\_ Cubic Ft;

(iv) Number of items per container: \_\_\_\_\_ Each;

(v) Gross Weight of container and contents \_\_\_\_\_ Lbs;

(vi) Palletized/skidded \_\_\_\_\_ Yes \_\_\_\_\_ No,

(vii) Number of containers per pallet/skid \_\_\_\_\_ ;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \*

Size of railcar \_\_\_\_\_

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAA09-03-R-0033      <b>MOD/AMD</b></p>	<p><b>Page 27 of 56</b></p>
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**Name of Offeror or Contractor:**

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*

Size of trailer \_\_\_\_\_Ft

Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_ ;

(ii) Tender/Tariff \_\_\_\_\_ ;

(iii) Item \_\_\_\_\_ .

\*\*\*

(End of clause)

(FF6012)

F-9      52.247-33      F.O.B. ORIGIN, WITH DIFFERENTIALS

JUN/1988

\*\*\*

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_(carload, truckload, less-load,  
\_\_\_\_\_wharf, flatcar, driveway, etc.)

(End of clause)

(FF7005)

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-3	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CCA-R  
Rock Island, IL 61299-6000

2. Production Management

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CDA  
Rock Island, IL 61299-6000

3. Copies of DD Form 250 for CLIN 0001AB shipments should also be sent to:

Marine Corps Liaison Officer  
HQ, JMC (ATTN: MCLNO-LMA)  
Rock Island, IL 61299-6000

AND

Program Manager for Ammunition  
MARCORSYSCOM (PMAM)  
2033 Barnett Ave., Suite 315  
Quantico, VA 22134-5010

(End of clause)

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**Name of Offeror or Contractor:**

(HA6025)

H-4	242-1107(B)	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	JUN/1996
	DFARS	REPORTS OF DELAYS IN DELIVERY	

\*\*\*

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	Commander US Army Joint Munitions Command ATTN: AMSJM-CCA-R 1 Rock Island Arsenal Rock Island, IL 61299-6000	1
Production Manager	Commander US Army Joint Munitions Command ATTN: AMSJM-CDA 1 Rock Island Arsenal Rock Island, IL 61299-6000	1

(End of Clause)

(HA6028)

H-5	52.242-4506	PROGRESS PAYMENT LIMITATION	MAR/1988
	OSC		

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-6	52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	OSC		

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 002 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 002 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 002 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

Name of Offeror or Contractor:

(HS6075)

H-7	252.223-7001	HAZARD WARNING LABELS	DEC/1991
	DFARS		

\*\*\*\*(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")	ACT
_____	_____
_____	***
(End of Clause)	

(HA7704)

H-8	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

\*\*\*

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY
TOTAL		
(End of Clause)		

(HA7502)

H-9	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

\*\*\*

(End of clause)

(HA7503)

H-10	245.7310-1	DEMILITARIZATION	JUL/1996
	DFARS		

When demilitarization of property is required, whther on or off contractor or Government premises, the invitation must include the following clause:

(a) DEMILITARIZATION.

Item(s) 0001 require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

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(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay theses excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the p;urchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of Clause)

(HA7800)

H-11	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	OSC		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

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(End of Clause)

(HS7600)



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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1		*** THIS REFERENCE (IF0079) IS NO LONGER VALID ***	
I-2	52.202-1	DEFINITIONS	DEC/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-10	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 01) ALTERNATE II (OCT 01)	OCT/2000
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2001
I-20	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-28	52.232-1	PAYMENTS	APR/1984
I-29	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-32	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-33	52.232-17	INTEREST	JUN/1996
I-34	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-35	52.232-25	PROMPT PAYMENT	MAY/2001
I-36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-37	52.233-1	DISPUTES	JUL/2002
I-38	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-39	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-40	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-41	52.242-13	BANKRUPTCY	JUL/1995
I-42	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-43	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-44	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)	DEC/1989
I-45	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-46	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-47	52.248-1	VALUE ENGINEERING	FEB/2000
I-48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-49	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-50	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-51	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-52	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		

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Name of Offeror or Contractor:		

	Regulatory Cite	Title	Date
I-53	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-54	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-55	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-56	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-57	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-58	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-59	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-60	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-61	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-62	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-63	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-64	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-65	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-66	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-67	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-68	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-69	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-70	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-71	52.209-4	FIRST ARTICLE APPROVAL - GOVERNMENT TESTING	SEP/1989
(a) The Contractor shall deliver * unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at * for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.			
(b) Within 14 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article.			
Estimated Government Test Costs: \$80,000.00			
***			
* (See instructions regarding submission of First Article clause)			
** (See Schedule B)			
(End of clause)			

(IF6003)

I-72	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
a. This solicitation includes an evaluated option.			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0033 <b>MOD/AMD</b>	<b>Page 35 of 56</b>
<b>Name of Offeror or Contractor:</b>		

b. The Government reserves the right to increase the quantity of items per CLIN 0001 by a quantity up to and including but not exceeding 200,000 each for FY 04 and 225,000 each for FY 05 as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option for FY 04 at any time after the award of the contract until 30 September 2004. The follow-on option for FY 05 may be exercised at any time between 1 October 2004 and 30 September 2005.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	\$_____ CLIN 0001 (FY 04)
	\$_____ CLIN 0001 (FY 05)

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-73      52.243-7      NOTIFICATION OF CHANGES      JAN/2001  
\*\*\*

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

\*\*\*

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--\*\*\*

\*\*\*

(End of clause)

(IF6250)

I-74      52.246-17      WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE      MAY/2001  
\*\*\*

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

\*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0033 <b>MOD/AMD</b>	<b>Page 36 of 56</b>
<b>Name of Offeror or Contractor:</b>		

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 60 days after discovery of the defect(s).

\*\*\*

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-75                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-76                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      MAR/1999

DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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**Name of Offeror or Contractor:**

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal  
Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element:  
\_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.
- (End of clause)

(IA7015)

I-77252.243-7002REQUESTS FOR EQUITABLE ADJUSTMENTMAR/1998

DFARS

\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

\*\*\*

(End of clause)

(IA7035)

I-7852.201-4500AUTHORITY OF GOVERNMENT REPRESENTATIVEFEB/1993

OSC

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment

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**Name of Offeror or Contractor:**

to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation.  
Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes  
which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD FORM 1423 / CONTRACT DATA REQUIREMENTS LIST (CDRL)	20-MAR-03	006	
Attachment 001	DD FORM 2356 / HAZARDOUS MATERIAL WARNING LABEL		001	
Attachment 002	LIST OF GOVERNMENT FURNISHED MATERIAL		001	
Attachment 003	DOCUMENT SUMMARY LIST		002	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CDRL		002	
Attachment 005	ADDRESS CODE LIST		001	
Attachment 006	INSTRUCTIONS FOR COMPLETING DD FORM 1423 (CDRL)		002	
Attachment 007	IOC FORM 715-4 / LISTING OF GOVERNMENT-OWNED PROPERTY TO BE USED FOR PERFORMANCE	01-APR-96	002	
Attachment 008	SF LLL / DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 009	IOC FORM 715-3 / DEFENSE PRIORITIES AND ALLOCATION SYSTEMS	01-FEB-96	003	
Attachment 010	SOW - GFM ACCOUNTABILITY		001	
Attachment 011	DATA DELIVERY DESCRIPTION - ECP		009	
Attachment 012	DATA DELIVERY DESCRIPTION-NOR		002	
Attachment 013	DATA DELIVERY DESCRIPTION-RFD		004	
Attachment 014	ADDRESSES		001	
Attachment 015	ECP R2A2031	03-FEB-03	018	

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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_  
\_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*  
(End of Provision)

(KF7005)

K-5	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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- (d) Taxpayer Identification Number (TIN).
- ( ) TIN:
  - ( ) TIN has been applied for.
  - ( ) TIN is not required because
  - ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - ( ) Offeror is an agency or instrumentality of a foreign government;
  - ( ) Offeror is an agency or instrumentality of a Federal government; \_
  - (e) Type of organization.



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**Name of Offeror or Contractor:**

- ( ) Sole proprietorship  
 ( ) Partnership  
 ( ) Corporate entity (not tax-exempt);  
 ( ) Corporate entity (tax-exempt);  
 ( ) Government entity (Federal, State, or local);  
 ( ) Foreign government  
 ( ) International organization per 26 CFR 1.6049-4;  
 ( ) Other

(f) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name:

TIN:

(End of Provision)

(KF7043)

K-6 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

\*\*\*

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \_\_\_\_ is a women-owned business concern.

\*\*\*

(End of provision)

(KF7022)

K-7 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987  
 As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\*\*\*

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(End of provision)

(KF7003)

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001

Name of Offeror or Contractor:

AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )

are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )

have not ( ),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ( )

are not ( )

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ( )

has not ( ),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

\*\*\*

(End of Provision)

(KF7033)

K-9	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

(End of provision)

(KF7035)

K-10	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

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Name of Offeror or Contractor:

K-1152.222-25AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

- ( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-12252.212-7000OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS

NOV/1995

\*\*\*

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

\_\_\_\_\_Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*

(End of provision)

(KA7006)

K-13252.225-7000BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

SEP/1999

\*\*\*

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Name of Offeror or Contractor:

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
------------------	------------------------------

(End of Provision)\_\_\_\_\_

(KA7702)

K-14	252.225-7006	BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS	CERTIFICATE	

\*\*\* (c) (2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

\_\_\_\_\_ (insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

_____	_____
(insert line item number)	(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

_____	_____
(insert line item number)	(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____	_____
(insert line item number)	(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____	_____
(insert line item number)	(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

_____	_____
(insert line item number)	(insert country of origin)

(End of provision)

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(KA7505)

K-15252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFARS

AUG/1992

\*\*\*

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*

(End of provision)

(KA7500)

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-5	252.225-7017 DFARS	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
L-6	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)  
(LF6008)

L-7            52.233-2            SERVICE OF PROTEST            AUG/1996  
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ Joint Munitions Command, AMSJM-CCA-R / Norman Brown, Rock Island, IL. 61299-6000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.  
(End of Provision)  
(LF6021)

L-8            52.211-4510            PARTNERING            AUG/2001  
AMC

\*\*\*The principal government representatives for this effort will be Mitzi Wagner, Contract Specialist and Norman Brown, PCO.  
(End of Provision)  
(LM6100)

L-9            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984  
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.  
(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.  
(End of provision)  
(LF7015)

L-10            15.403-5(A)            COST DATA BREAKDOWN            OCT/1997  
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(End of Provision)  
(LF7012)

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L-11                      52.212-4501                      ELECTRONIC AWARD NOTICE                      APR/2001  
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

INSTRUCTIONS AND CONDITION FOR SUBMISSION OF PROPOSALS

A. SUBMISSION OF PROPOSALS:

1. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING:

- a. One executed and completed copy of the solicitation
- b. Capability/Facilities Plan (Total 3 copies)
- c. Past Performance Volume (Total 3 Copies).
- d. Small Business Utilization Plan (Total 2 Copies) NOTE: ALL OFFERORS (SMALL, LARGE, OR FOREIGN) ARE REQUIRED TO SUBMIT

SMALL BUSINESS UTILIZATION PLAN

2. The complete proposal, including all copies of the Capability/Facilities, Past Performance and Small Business Utilization volumes, along with the executed copy of this solicitation shall be forwarded to the following address:

U S Army Joint Munitions Command  
ATTN: AMSJM-CCA-R, Mitzi Wagner  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

B. PREPARATION INSTRUCTION OF CAPABILITY/FACILITIES PLAN, PAST PERFORMANCE AND SMALL BUSINESS VOLUMES:

1. Format: The offerors Capability/Facilities Plan, Past Performance and Small Business Volumes shall be submitted in severable parts. Information you may want us to consider, specific to copies of the Past Performance Volume are identical, and all copies of the Small Business Volume are identical.

VOLUME I      CAPABILITY/FACILITIES PLAN  
VOLUME II     PAST PERFORMANCE  
VOLUME III    SMALL BUSINESS UTILIZATION PLAN

2. Each volume shall be consistent with complete submission. Offerors are cautioned that incorporation by reference is not

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**Name of Offeror or Contractor:**

allowed. Page size shall not exceed 8 x 11 inches, and foldout pages may be used.

C. INFORMATION TO BE SUBMITTED. Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in the solicitation. The offeror's must provide information in sufficient detail to allow the Government to make a Best Value assesement of the elements listed below:

- 1. CAPABILITY/FACILITIES PLAN (GO/NO GO) - Essential Processes and Procedures
- 2. PAST PERFORMANCE - TO INCLUDE
  - a. On-Time Delivery
  - b. Quality
- 3. SMALL BUSINESS UTILIZATION PLAN

D. BASIS FOR AWARD:

1. A best value, competitive, firm fixed price contract is contemplated for award. The award will consist of the base year plus two options years at a quantity not to exceed 200,000 each year. This requirement is being solicited under full and open competition.

2. Contractors will be required to submit a Capability/Facilities Plan. The plan will be given a GO or NO GO acceptance.

3. Award will be made to the offeror who has submitted an acceptable capability/facilities plan and whose price, recent, relevant record of past performance, and Small Business utilization provides the best value to the Government, considering the evaluation criteria stated herein. Recent is defined as occurring within the past three (3) years prior to the RFPs closing date for the purpose of identifying the period for which past performance information must be provided to the Government. However, the government may evaluate any performance in the period subsequent from the RFP closing date, but prior to the date of award. Relevant shall be defined as items requiring the same or similar manufacturing processes, skills, and abilities. The Government reserves the right to determine whether an item is the same or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractor.

4. Information to be Submitted: Offerors shall provide information for each Factor and Sub-Factor in the format and sequence identified in the solicitation. The offerors must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offeror's:

- a. Capability/Facilities Plan (GO/NO GO):

The plan must describe essential process and procedures which will ensure that the M67 Propelling Charges will be manufactured in accordance with the applicable technical data and must include a description of facilities, equipment, and capacity to be utilized to fabricate the M67 Propelling Charge. The plan shall include data to verify that the manufacturing facility meets explosive handling requirements (required separation distance between buildings, detonation containment structures, storage facilities for energetic materials), has the necessary equipment (explosion proof sewing machines and scales, etc.) in place to perform the operations required. If equipment and facilities are not presently in place, the plan shall provide detailed assurances that the equipment and facilities will be in place in time to perform the operations required. The plan shall also include a date to verify that the necessary equipment and facilities will be operational in time to meet the required delivery schedule. The plan must also describe the contractors ability to work with energetic materials.

- b. Recent, Relevant Past Performance to include On-Time Delivery and Quality

For the purpose of submitting proposals, "recent" is defined as occurring within the past 3 years prior to the solicitation's initial closing date. "Relevant" is defined as:

- 1. Of same or similar size, scope, and complexity requiring the same or similar skills;
- 2. Involving effort similar to one or more of the requirements under this solicitation; and

Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the Government reserves the right to determine whether an item/service is the same or similar.

On-Time Deliveries: Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled to be made, and deliveries rescheduled to be made during the period of recent past performance. Include all supporting information for verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above.



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Quality: Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts.

c. Price

d. Small Business Utilization

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

a. Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

b. Historically Black Colleges, Universities, and Minority Institutions (HBCU/MI's).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

e. Small Business Utilization

1. The offeror is to provide names, products/services and estimated dollar value and type of SB and HBCU/MI's who would participate in the proposed contract in the format below.

<u>SB TYPE</u>	<u>ESTIMATED \$ VALUE</u>	<u>PRODUCT/SERVICE</u>	<u>COMPANY NAME</u>
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TOTAL SB \$

2. Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.

3. Realism - All offerors are to provide a detailed description of their methods use to promote and utilize small business, as prescribed by FAR 52.219-8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items:

a) A description and available documentation of the methods employed to promote small business utilization, and;

b) A description of the internal methods used to monitor small business utilization.

c) Large business offerors shall document their performance, using information prescribed by FAR 52.219-9 "Small Business Subcontracting Plan", in contracts within three years prior to the initial solicitation closing date, for the same or similar items. This documentation shall include their actual performance in utilizing SB and HBCU/MI contractors. The documentation shall include the final or most recent SF 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION - F.O.B. ORIGIN	APR/1984
M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

1. Award will be based upon the following evaluation factors:

- a. CAPABILITY/FACILITIES (GO/NO GO)
- b. PAST PERFORMANCE (TO INCLUDE ON-TIME DELIVERY AND QUALITY)
- c. PRICE
- d. SMALL BUSINESS UTILIZATION

Overall Weighting:

Price and Past Performance are of equal importance and they are each significantly more important than Small Business. Capability/Facilities are not weighted as it is rated either acceptable (Go) or unacceptable (No Go). Any contractor receiving a NO GO rating will not be considered for award.

All evaluation factors other than price are and when combined, are significantly more important than price.

2. EVALUATION PLAN:

a. Each offer will first be evaluated as Acceptable (Go) or Unacceptable (No Go) against the specified evaluation criteria for Capability/Facilities Plan. Only offers with an acceptable (Go) Capability/Facilities Plan will be further evaluated against the specified evaluation criteria for price, recent, relevant past performance (on-time delivery and quality) and Small Business utilization. The evaluator will make a qualitative assessment by assigning an adjectival rating of Unsatisfactory, Fair, Good, Excellent or Neutral for past performance and Excellent, Good, Adequate, Marginal for Small Business Utilization. Price will not be assigned an adjectival rating. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer (PCO) for resolution.

b. Proposals pertaining to Capability/Facilities, Price and Small Business Utilization shall be evaluated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions for these factors not supported by material provided in the proposal will not be considered or used as a basis for evaluation. However, the Government's evaluation of Past Performance may include data/information from sources other than those provided with the offeror's proposal. Upon receipt of offers, pertinent sections of each proposal shall be forwarded, and the appropriate evaluator will prepare a written summary of the evaluation of each Past Performance and Small Business Utilization on worksheets forwarded by the PCO. The summary will cite the offeror's strengths, weaknesses, significant weaknesses and deficiencies. These are defined as follows:

Deficiency - A material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

Strength - A specific aspect or attribute of an offeror's proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A "significant strength" in the proposal appreciably enhances the probability of success.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

c. With regard to the initiation of discussions with offerors, receipt of price competitive proposals is anticipated. Accordingly, conduct of formal discussion is not anticipated. Discussions with offerors relative to their offered price and/or their "best value" evaluations will not be mandatory.

3. EVALUATION FACTORS/PROCESS:

a. CAPABILITY/FACILITY (ESSENTIAL PROCESSES AND PROCEDURES) (Go/No Go): The plan must describe essential processes and procedures which will ensure that the M67 Propelling Charges will be manufactured in accordance with the applicable technical data and must include

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0033      MOD/AMD</p>	<p style="text-align: center;"><b>Page 51 of 56</b></p>
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a description of facilities, equipment, and capacity to be utilized to fabricate the M67 Propelling Charge. The plan shall include data to verify that the manufacturing facility meets explosive handling requirements (required separation distance between buildings, detonation containment structures, storage facilities for energetic materials), has the necessary equipment (explosion proof sewing machines and scales, etc...) in place to perform the operations required. If equipment and facilities are not presently in place, the plan shall provide detailed assurances that the equipment and facilities will be in place in time to perform the operations required. The plan shall also include a date to verify that the necessary equipment and facilities will be operational in time to meet the required delivery schedule. The plan must also describe the contractor's ability to work with energetic material. The offeror will be evaluated on the adequacy of existing equipment, facilities, and capabilities. The offeror must demonstrate that it has or will have in place the equipment, facilities and capabilities necessary to manufacture according to the Technical Data Requirements. If any shortfalls of equipment, facilities, and/or capabilities exist, the remedy will be evaluated. Evaluation will be made of processes and capacity to include, but not limited to the following:

- (1) Manufacturing and storage facilities
- (2) Non-destructive test equipment
- (3) Explosion proof equipment
- (4) Energetic materials handling

**b. RECENT/RELEVANT PAST PERFORMANCE TO INCLUDE ON-TIME DELIVERY AND QUALITY:**

(1) On-Time Delivery: Information provided by the offeror on its recent, relevant contracts will be evaluated. The offeror will be rated based on its record of on-time delivery. The delivery schedule will be compared to the actual deliveries to determine whether deliveries were made on time. If necessary, the offeror will be given an opportunity to present its reasons why it did not meet its original delivery schedule. Other sources, available to the Government other than the contractor's proposal, will be used to gather and evaluate the predetermined factors. Sources such as, but not limited to, contracting and pre-award offices at other major supporting commands will be used to gather information.

(2) Quality: The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. Evidence of quality awards and/or quality certifications presented to the offeror can be submitted for consideration. In the event that any indications of problems are discovered during evaluation, the offeror's corrective actions(s) and process to improve product quality will be evaluated. If such an evaluation is required the offeror will be required to submit data explaining corrective actions it has taken to improve its process and/or to solve quality problems. The offeror will be required to disclose information about Request for Waivers (RFWs), Request for Deviations (RFDs), QDRs, First Article Test failures, and/or other product quality or Quality Program related problems or industrial/commercial equivalent. The submission must be clear and concise when describing the deficiency, stating the corrective action and when it was implemented.

(3) Source available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

(4) Consistent with FAR 15.305(a)(2)(iv), during evaluation of past performance an offeror without a record of relevant past performance or for who past performance information is not available will not be evaluated or rated either favorably or unfavorably. Such an evaluation or rating will not adversely impact an offerors eligibility for award based on past performance.

c. PRICE: Price will be an evaluation factor; however, it will not be adjectivally scored. Price will be evaluated in accordance with all price related factors specified in the RFP. The Federal Acquisition Regulation (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. If the price is out of realistic range then best value will not be served. In addition, costs for transportation of GFM and GFE in possession of a contractor will be evaluated based on the factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property located in Section M. If applicable, a transportation evaluation factor will be added to each respective bid if F.O.B. origin prices are requested. Prices will be requested for the base and two consecutive option years. Option prices will be evaluated at the option quantity of 225,000 for each option year. The contractor offering the lowest price for the total of all years, including the base year and option years, with the addition of the other factors mentioned above will be considered as the low offeror as far as price is concerned.

**d. SMALL BUSINESS UTILIZATION:**

(1) The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

- (a) Small Business (SB)
- (b) Small Disadvantaged Business (SDB)
- (c) Women-Owned Small Business (WOSB)
- (d) Veteran-Owned Small Business (VOSB)
- (e) Service Disabled Veteran-Owned Small Business (SDVOSB)

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- (f) Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
- (g) Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(3) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

- (i) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs
- (ii) Estimated total dollar amount to Small Businesses, as well as in each of the Small Business categories and HBCU/MI's.
- (iii) Realism - The Government will evaluate the offeror's actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for the same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:
  - a) The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, "Utilization of Small Business Concerns". SB's and HBCU/MI's are reminded to include their own performance on their contracts.
  - b) For large business offerors, their performance as prescribed by FAR 52.219-9, "Small Business Subcontracting Plan". This includes evaluation of the offeror's actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.
  - c) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

4. RATING EVALUATION CRITERIA

- a. Capability/Facilities will be rated as Unacceptable or Acceptable based upon the following performance risks:
 

Unacceptable/High Performance Risk: Substantial doubt exists that the offeror has the essential processes and procedures to ensure that the M67 Propelling Charge will be manufactured in accordance with applicable technical data. Shortfalls in equipment or facilities are not documented and the plan to remedy is not acceptable (timely, complete and reasonable). It is unlikely that the offeror could meet contract quantities.

Acceptable/Moderate Performance Risk: Little doubt exists that the offeror has the essential processes and procedures in place to ensure that the M67 Propelling Charge will be manufactured in accordance with applicable technical data. The offeror can demonstrate, to a high degree of confidence, subcontractor on time performance and process control. Shortfalls of equipment are documented and the plan to remedy is acceptable (timely, complete and reasonable). Timely is installed and operational in order to meet the required delivery schedule.
- b. Past Performance, to include on-time delivery and quality, will be rated as Neutral, Unsatisfactory/High Performance Risk, Fair/Moderate Performance Risk, Good/Moderately Low Performance Risk, or Excellent/Low Performance Risk, based upon performance risk. Small Business Utilization will be rated as Excellent, Good, Fair, Unsatisfactory, or Neutral, based upon performance risk.

Performance risks listed below will be used to determine the offeror's success in performing the solicitation's requirements. Offerors are cautioned that, in conducting the past performance risk assessment, the Government may use information provided by the offeror in its proposal and information obtained from other sources. Since the Government may not interview al of the sources provided by the offeror's, it is incumbent upon the offeror to explain the relevance of the data provided:

Past Performance (on-time delivery and quality):

Unsatisfactory/High Performance Risk: There is extreme doubt whether the offeror would comply with the quality requirements and/or perform in accordance with the delivery schedule. Offeror has recent, relevant past performance with the history of experiencing many quality related problems such as QDRs, RFWs, RFDs, First Article Test failures and/or Lot Acceptance Test failures which are the fault of the offeror and/or deliveries are rarely on time.

Fair/Moderate Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and/or perform the required effort. Offeror has recent, relevant past performance, however, deliveries frequently are not on-time and/or a history of experiencing some quality related problems such as QDRs, RFWs, RFDs, First Article Test failures

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and/or Lot Acceptance Test failures which are the fault of the offeror.

Good/Moderately Low Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. Offeror has recent, relevant past performance and its deliveries are usually on-time and/or has a history of experiencing few quality related problems such as QDRs, RFWs, RFDs, First Article Test failures and/or Lot Acceptance Test failures which are the fault of the offeror.

Excellent/Low Performance Risk: Essentially no doubt exists that the offeror will successfully perform the required effort. Offeror has recent, relevant past performance and the deliveries are consistently on-time and any history of quality related problems such as QDRs, RFWs, RFDs, First Article Test failures and/or Lot Acceptance Test failures will not effect performance risk.

Neutral: There is no meaningful record of past performance. This rating has neither positive nor negative evaluative significance, and neither rewards nor penalizes firms without relevant performance history.

c. Small Business Utilization

A rating will be assigned to each offeror's (small, large and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. Offeror's that have no contractual history within three years prior to the initial solicitation closing date, for the same or similar items that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SB and/or HBCU/MIs will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals:

ADJECTIVAL SCALE	
Adjectival	Definition and Criteria
Excellent	<p>Proposal includes a substantial portion of work, in terms of:</p> <ol style="list-style-type: none"> <li>The complexity of work performed by SBs</li> <li>The total proposed dollar value for work to be performed by SBs meets or exceeds 12% of the total contract value.</li> <li>Past performance shows consistent attainment of high goals (SB percentages and dollars).</li> </ol> <p>Based on the offeror's proposed SB utilization and past SB utilization, the offeror's proposed utilization and/or actions are substantial and are considered very realistic (very low risk).</p>
Good	<p>Proposal includes a significant portion of work, in terms of:</p> <ol style="list-style-type: none"> <li>The complexity of work performed by SBs</li> <li>The total proposed dollar value for work to be performed by SBs meets or exceeds 8% of the total contract value.</li> <li>Past performance shows somewhat consistent attainment of high or good goals (SB percentages and dollars).</li> </ol> <p>Based on the offeror's proposed SB utilization and SB utilization past performance, the offeror's proposed utilization and/or actions are significant and are considered very realistic (low risk).</p>
Adequate	<p>Proposal includes a reasonable portion of work, in terms of:</p> <ol style="list-style-type: none"> <li>The complexity of work performed by SBs</li> <li>The total proposed dollar value for work to be performed by SBs meets or exceeds 3% of the total contract value.</li> <li>Past performance shows inconsistent attainment of good or adequate goals (SB percentages and dollars).</li> </ol> <p>Based on the offeror's proposed SB utilization and SB utilization past performance, the offeror's proposed utilization and/or actions are adequate and could be met if the offeror focuses attention on them (moderate risk).</p>
Marginal	<p>Proposal includes a minimal portion of work, in terms of:</p>

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1. The complexity of work performed by SBs
2. The total proposed dollar value for work to be performed by SBs are less than 3% of the total contract value.
3. Past performance shows little or no attainment of goals (SB percentages and dollars).

Based on the offeror's proposed SB utilization and/or SB utilization past performance, there is little likelihood that more than a minimal portion of the work will be performed in this sector (high risk).

Note: If an offeror has no Small Business Utilization Past Performance, the proposal will be evaluated on only the elements of Complexity of specific products or services that will be provided by those SB's and HBCU/MI's and Estimated total dollar amount for SBs as well as each of the Small Business categories and HBCU/MI's. The proposal will be given an adjectival rating without regard to past performance, treating this lack of past performance neither favorably nor unfavorably. Such an offeror's rating will, however, note that it had no Small Business Utilization Past Performance. This will allow the Source Selection Authority to make any necessary trade-offs.

(End of provision)

(MF6012)

M-4      15.304(C)      EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD      OCT/1997

(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

1. Capability/Facilities (GO/NO GO)
2. Past Performance (On-Time Delivery and Quality)
3. Price
4. Small Business Utilization

(b) Capability/Facilities is not weighted but will receive either an acceptable (GO) or unacceptable (NO GO) rating. Any contractor receiving a NO GO rating will not be considered for award. Price and Past Performance are of equal importance and are significantly more important than Small Business Utilization.

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(End of Provision)

(MF6025)

M-5      47.305-12      TRANSPORTATION EVALUATION      JAN/1995

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(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

-1- Item: Charge Propellant, M67, 105MM  
MOTOR NMFC 64300 S1      RAIL UFC 35700

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0033 MOD/AMD	Page 55 of 56
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Name of Offeror or Contractor:

TO: MCALESTER APP, MCALESTER, OK 149161 EA MOTOR NMFC 64300 S1 RAIL UFC 35700  
TO: BLUE GRASS AD, LEXINGTON KY 127161 EA MOTOR NMFC 64300 S1 RAIL UFC 35700

NSN: 1315-01-237-9775 C436 WEIGHT 946731 LBS CAT Z

(d) Evaluation will include the quantities and sources of government furnished material listed below.

NSN	QTY	ORIGIN
1375-00-009-0041	379,743 LBS	RADFORD APP, RADFORD, VA
1375-00-009-0042	1,450,358 LBS	RADFORD APP, RADFORD, VA

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(End of Provision)

(MF6020)

M-6	9.306(I)	COST OF FIRST ARTICLE TESTING (GOVERNMENT TESTING)	SEP/1995
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a. Evaluation of bids or offers where first article tests are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing and by subtracting the price bid if any, for such CLIN from the total amount bid for all CLIN's.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

c. The Government is responsible for first article testing and the cost to the Government for such testing shall be a factor in the evaluation of bids for award, to the extent that such cost can be realistically estimated. Such estimated cost is \$80,000.00.

(End of Provision)

(MF6010)

M-7	9.306(C)	FIRST ARTICLE APPROVAL	SEP/1995
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a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-8	252.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
	DFARS		

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ( )

No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Name of Offeror or Contractor:

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

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(End of provision)

(MA7700)

M-9	52.247-4502	TRANSPORTATION EVALUATION - F.O.B. POINT OF DELIVERY OF GOVERNMENT-	MAY/1993
***	OSC	FURNISHED MATERIAL (WITH DIFFERENTIALS)	

(End of provision)

(MS7010)